## COUNTY OF MOORE NORTH CAROLINA

#### **INFORMAL BID**

ISSUE DATE: January 12, 2021 **INFORMAL BID 2021-06** 

**TITLE: Demolition Project – Hurricane Florence** 

ISSUING DEPARTMENT: COUNTY OF MOORE

Financial Services 206 S. Ray Street PO Box 905

Carthage, NC, 28327

**Sealed Bids** will be received until **4:00 PM Wednesday, February 3, 2021** from qualified firms for **Demolition Project – Hurricane Florence** for the County of Moore Public Safety Department. **For your convenience, a Bid Drop-Off box is located in the lobby at 206 South Ray Street.** 

A MANDATORY Pre-Bid/Site Visit will be held at 10:00 am Tuesday, January 19, 2021 beginning at the 2<sup>nd</sup> Floor Community Room of the Rhyne Public Safety Center, 302 S. McNeill Street, Carthage, NC 28327.

Due to the COVID 19 event all attendees MUST adhere to County and CDC guidelines for protective measures. Attendees must wear a face covering and maintain social distance protocol. A temperature kiosk is in the lobby and staff will provide a screening checklist prior to entry to the pre-bid meeting.

Should increment weather cause postponement a notice will be posted to www.moorecountync.gov under Bid Opportunities for Informal Bid 2021-06 no later than 8:15 am Tuesday, January 19<sup>th</sup>.

All inquiries for information concerning Instructions to Bidders, Bid Submission Requirements or Procurement Procedures shall be in writing and directed to <a href="mailto:tvuncannon@moorecountync.gov">tvuncannon@moorecountync.gov</a>.

Terra Vuncannon, Purchasing Manager 206 South Ray Street Carthage, NC 28327 (910) 947-7118

tvuncannon@moorecountync.gov

Sealed Bids shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Invitation for Bids. It is the sole responsibility of the Bidder to ensure that its bid reaches the Issuing Department by the designated date and hour indicated above.

In compliance with the Invitation for Bids and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and install the goods described in accordance with the attached signed bid.

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### **INSTRUCTIONS TO BIDDERS**

- 1. **Sealed Bid shall be submitted to the Issuing Department and include the enclosed Bid Form.** In order for a bid to be considered, it shall be based on the terms, conditions and specifications contained herein and shall be a complete response to this Informal Bid. The County reserves the right to make an award in whole, or in part, and to reject any and/or all bids, and to waive any informality in bids unless otherwise specified by the Bidder. The Proposer shall sign the bid correctly and bids may be rejected if they show omissions, alterations of form, additions not called for, conditional proposals or any irregularities of any kind.
- 2. All labor costs, direct and indirect, shall have been determined and included in the proposal. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein shall have been determined and included in the proposal. Do not include sales tax in proposal figures. The County pays sales tax and will add this to your proposal figures separately when invoices are paid. All price quotes shall include delivery to the delivery point, installation and set-up charges, as necessary.
- 3. After the Informal Bid issue date, all communications between the Issuing Department and prospective Bidders shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to Terra Vuncannon at the address listed on page one if this solicitation or via e-mail to <a href="mailto:tvuncannon@moorecountync.gov">tvuncannon@moorecountync.gov</a>. All questions concerning this Informal Bid shall reference the section and page number. Questions and responses affecting the scope of goods will be provided to all prospective Bidders by issuance of an Addendum.
- 4. A MANDATORY Pre-Bid/Site Visit will be held at 10:00 am Tuesday, January 19, 2021 beginning at the 2<sup>nd</sup> Floor Community Room of the Rhyne Public Safety Center, 302 S. McNeill Street, Carthage, NC 28327.

  Due to the COVID 19 event all attendees MUST adhere to County and CDC guidelines for protective measures. Attendees must wear a face covering and maintain social distance protocol. A temperature kiosk is in the lobby and staff will provide a screening checklist prior to entry to the pre-bid meeting.

  Should increment weather cause postponement a notice will be posted to www.moorecountync.gov under Bid Opportunities for Informal Bid 2021-06 no later than 8:15 am Tuesday, January 19<sup>th</sup>.
- 5. All written questions to <a href="mailto:tvuncannon@moorecountync.gov">tvuncannon@moorecountync.gov</a> shall be received no later than 10:00 am Thursday, January 21, 2021. <a href="mailto:NO EXCEPTIONS">NO EXCEPTIONS</a>. All addendums pertaining to this Informal Bid will be posted to the County website at <a href="www.moorecountync.gov">www.moorecountync.gov</a> within 24 48 business hours after the deadline for questions. It is the bidder's responsibility to check the website for the addendums.
- 6. The County will not be responsible for any oral instructions. Should a Bidder find discrepancies in, or omissions from the documents, or should be in doubt as to their

meaning, s/he should at once notify the Issuing Department in writing, and a written addendum shall be issued. Acknowledgement of any Addendum received during the time of the proposal shall be noted on the Bid Form in the spaces provided. In closing of a contract, any Addendum issued shall become a part thereof. It is the Bidder's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

- 7. Bids will be examined promptly after opening and award will be made at the earliest possible date. The prices quoted must be held firm, and no bids may be withdrawn until **90 days** after proposal opening date. The County reserves the right to conduct any test/inspection it may deem advisable to ensure services/materials/supplies/equipment, as appropriate, conform to specifications.
- 8. Pursuant to North Carolina General Statutes Section 143-131, "award shall be made to the lowest responsible, responsive bid or bidders, taking into consideration quality, performance and the time specified in the bids for the performance of the contract."
- 9. All purchases for goods or services are subject to the availability of funds for this particular purpose.
- 10. The contractor shall not represent itself to be an agent of the County.
- 11. The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
- 12. The County of Moore is committed to creating and maintaining an environment free from harassment and other forms of misconduct that fundamentally compromise the working environment of the County. All contractors performing work/services at a County facility shall take all necessary steps to assure that none of its employees engage in harassment or intimidation relating to personal beliefs or characteristics of anyone on the County's premises, including but not limited to, race, religion, age, color, sex, national origin or disability. Such harassment is unacceptable and will not be condoned in any form at the County of Moore. If such conduct occurs, the contractor will take all necessary steps to stop it and prevent its future occurrence. This policy shall be strictly enforced.
- 13. For all the work being performed under this Contract, the County of Moore has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the vendor/contractor must make the materials to be audited available within one (1) week of the request for them.
- 14. The Bidder agrees that it will not identify the County of Moore as a client in any other proposal, resume, or informational brochure without first requesting and obtaining, in writing, the permission of the County of Moore Board of Commissioners.
- 15. Bidders are cautioned that this is an informal bid, not a request for contract, and the

County of Moore reserves the right to reject any and/or all bids. It further reserves the right to waive informalities insofar as it is authorized so to do where it deems it advisable in protection of the best interests of the County.

- 16. Bids will be tabulated, evaluated and a recommendation presented to the County of Moore Board of Commissioners for their approval.
- 17. Any and all exceptions to the Specifications must be stated in writing, giving complete details of what is to be furnished in lieu of requested Specifications.
- 18. The County of Moore reserves the right to cancel and terminate any resulting contract, in whole or in part, without penalty, upon thirty (30) days' notice to the Vendor(s). Any contract cancellation shall not relieve the Vendor(s) of the obligation to deliver any outstanding services issued prior to the effective date of the cancellation.
- 19. Bids in one (1) original and one (1) copy will be received from each Bidder in a sealed envelope or package. Each original shall be signed and dated by an official authorized to bind the form. Unsigned bids will not be considered.
- 20. Upon receipt by Moore County Financial Services, your Proposal is considered a public record except for material which qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, your Proposal may be reviewed by the County's evaluation committee, as well as other County staff and members of the general public who submit public records requests. To properly designate material as trade secret under these circumstances, each Bidder must take the following precautions: (a) any trade secrets submitted by a Bidder must be submitted in a separate, sealed envelope marked "Trade Secret Confidential and Proprietary Information Do Not Disclose Except for the Purpose of Evaluating this Proposal," and (b) the same trade secret/confidentiality designation must be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Bidder agrees that the County may reveal any trade secret materials contained in such response to all County staff and County officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the County to assist in the selection process. Furthermore, each Bidder agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the Bidder has designated as a trade secret. Any Bidder that designates its entire Proposal as a trade secret may be disqualified.

21. Bidder shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In addition, the Provider shall maintain, at its expense, the following minimum insurance coverage:

General Liability \$1,000,000 per occurrence / \$2,000,000 aggregate Auto Liability \$1,000,000 any covered automobile.

Contractor is responsible for any equipment he owns, rents, leases or borrows. No Trespassing signs should be required to be provided at each site, to be

provided by the contractor.

Workers Compensation Limits provided should be coverage:

A - \$500,000

B - \$500,000

C-Statutory

#### **BACKGROUND**

### **Project Overview (Background)**

Moore County is soliciting Informal Bids from certified firms interested in providing demolition services in support of a Hazard Mitigation Grant Program (HGMP) 4393-0004-R project, funded by the Federal Emergency Management Agency (FEMA). The purpose of these projects is to assist voluntary homeowners relocate outside of their current flood risk by acquiring and demolishing their current residential structures. There is currently a potential of thirteen (13) structures that will need to be demolished immediately. Nine of the thirteen sites are confirmed immediate demolition projects. Moore County is seeking a demolition company to remove these residential structures.

## **Services Requested**

The scope of services includes, but is not limited to the following:

- Demolition of residential structures, including attached and unattached improvements;
- Removal of demolition debris to an approved landfill (this includes debris from the demolition of houses, garages, driveways, sidewalks and above-grade concrete slabs);
- Asbestos testing and abatement.
- Removal of septic tanks (if not removed, floors and walls must be cracked or crumbled so
  the tank will not hold water, and be filled with sand or another clean fill);
- Removal of all underground electrical and gas piping
- Removal of all structure foundation and basement walls to at least 1 foot below the finish grade of the site;
- Removal of only those trees that restrict the demolition work on any structure;
- Termination of all abandoned utilities at least 2 feet below the finish grade of the site.
- Grading, leveling, and site stabilization of all demolition sites, including seeding grass
- > Bidder is responsible for all permits and fees associated with this project.
- > Bidder must have valid, current NC General Contractor's License, as well as any other licensing requirements for this project.

Federal funds are utilized for this project and applicable Federal laws, policies, and standards must apply for all aspects of this project.

If Bidder will use sub-contractor, then a completed Affidavit A must be submitted with Bid response.

If Bidder will use own workforce for the project, then a completed Affidavit B must be submitted with Bid response.

## **BID FORM**

This Bid consist of equipment, labor, materials, and traffic control. Use this form for submitting Bids. No alterations, changes in Bid format will be allowed. All items should be priced for the units and quantities specified. The County of Moore shall reserve the right to reject any or all Bids.

SITE (by Street Number)	COST	Mobilization cost per site	TOTAL COST PER SITE
114			
120			
125			
131			
133			
136			
151			
156			
169			
197			
208			
250			
301			
TOTAL ALL SITES			

**Responsive Bid must include the following documents:** 

- 1. Signed Bid Form
- 2. Notarized Non-Collusion Affidavit
- 3. E-Verify Affidavit
- 4. Minority Participation Document Affidavit A (if intend to use sub-contractors)
- 5. Minority Participation Document Affidavit B (if intend to perform work with own workforce)
- 6. Appendix A Certification Regarding Lobbying

On behalf of	s Bid covers equip	oment, labor, materials, traffic control
Firm Name:		Date:
Address:		
By:		
By:		(Authorized Signatory Signature)
Receipt of the following addendum is ack	knowledged:	
Addendum No Received: (circle)	YES / NO	Date:
Addendum No Received: (circle)	YES / NO	Date:

## NON-COLLUSION AFFIDAVIT

State of North Carolina County of Moore		
I	, being	g first duly sworn, deposes and says that:
He/She is thehas submitted the attached proposal		, the proposer that
He/She is fully informed respecting all pertinent circumstances respecting		on and contents of the attached proposal and of osal;
Such proposal is genuine an	d is not a coll	lusive or sham proposal;
Employees or parties of interest, inconnived or agreed, directly or indirectly or sham proposal in connection been submitted or to refrain from being directly or indirectly, sought by agree any other Proposer, firm or person to other Proposer or to fix overhead, peroposer or to secure through collusted advantage against the County of Months The price or prices quoted in the attacollusion, conspiracy, connivance of	cluding this af rectly, with an ections with the idding in conne eement or collector fix the price profit or cost elector of conspira- tion, conspira- tion or any per- tached bid are or unlawful age	partners, owners, agents, representatives, ffiant, has in any way colluded, conspired, my other Proposer, firm or person to submit a he contract for which the attached proposal has nection with such contract, or has in any manner, flusion or communication or conference with e or prices in the attached proposal or of any element of the proposal price of any other acy, connivance or unlawful agreement any erson interested in the proposed contract; and a fair, proper and are not tainted by any greement on the part of the Proposer or any of its arties in interest, including this affiant.
		Signature and Title
State of North Carolina County of Subscribed and sworn before me,		
Thisday of	, 2021	
Notary Public My commission expires		

## **Moore County E-Verify Affidavit**

## STATE OF NORTH CAROLINA

	AFFIDAVIT
COU	NTY OF MOORE
I,	(the individual attesting below), being duly authorized by and on behalf of
	(the entity bidding on project hereinafter "Employer") after first being duly
swor	n hereby swears or affirms as follows:
1.	Employer understands that E-Verify is the federal E-Verify program operated by the United States
Depa	rtment of Homeland Security and other federal agencies, or any successor or equivalent program used to verify
the w	ork authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2.	Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to
work	in the United States, shall verify the work authorization of the employee through E-Verify in accordance with
NCG	S§64-26(a).
3.	Employer is a person, business entity, or other organization that transacts business in this State and that
empl	oys 25 or more employees in this State. (mark Yes or No)
	a. YES, or
	b. NO
4.	Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project
Empl	oyer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
Exec	uted, this day of, 2021.
Signe	ature of Affiant
Print	or Type Name:
	II
Stat	e of North Carolina
Cot	inty of
Sign	ned and sworn to (or affirmed) before me, this the
day	of, 2021.
Му	ned and sworn to (or affirmed) before me, this the  of, 2021.  Commission Expires:

Notary Public

# **State of North Carolina -AFFIDAVIT A – Listing of Good Faith Efforts County of Moore**

(Name of Bidder) Affidavit of I have made a good faith effort to comply under the following areas checked: Bidders must earn at least 50 points from the good faith efforts listed for their bid to be **considered responsive.** (1 NC Administrative Code 30 I.0101) Minority Businesses includes Small and minority businesses, women's business enterprises, and labor surplus area firms.  $\Box$  1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. 2 -- (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due. 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation. 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. 5 - (10 pts) Attended pre-bid meetings scheduled by the public owner.  $\Box$  6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.  $\Box$  7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.  $\blacksquare$  8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.  $\bigcirc$  9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth. Date:\_\_\_\_ Name of Authorized Officer: Signature: Title: State of\_\_\_\_\_\_, County of Subscribed and sworn to before me this day of **SEAL** Notary Public\_\_\_\_ My commission expires

## **Minority Participation - Own Workforce Document**

# State of North Carolina – Affidavit B - Intent to Perform Contract with Own Workforce.

County of Moore		
(Name of Bidder)		
I hereby certify that it is our intent to perform 100% of the work required for the <b>DEMOLITION – HURRICANE FLORENCE</b> contract.		
In making this certification, the Bidder states that the Bidder does not customarily subcontelements of this type project, and normally performs and has the capability to perform and perform all elements of the work on this project with his/her own current work forces; and	will	
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.		
The undersigned hereby certifies that he or she has read this certification and is authorized bind the Bidder to the commitments herein contained.	. to	
Date:Name of Authorized Officer:		
Signature:		
SEAL Title:		
State of, County of Subscribed and sworn to before me thisday of20		
Notary Public		
My commission expires		

#### APPENDIX A

#### CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

each statement of its certification and o	, certifies or affirms the truthfulness and accuracy of disclosure, if any. In addition, the Contractor understands .S.C. § 3801 et seq., apply to this certification and
Signature of Contractor's Authorized	
Name and Title of Contractor's Author	rized Official